

# EXHIBIT 7

**UNANIMOUS WRITTEN CONSENT OF THE  
MEMBERS  
OF  
BLEUBELL BROAD LLC**

Dated: **October 18, 2021**

THE UNDERSIGNED, being the Sole Member of **BLEUBELL BROAD LLC**, a New York limited liability company ("Company"), does hereby consent to and adopt the following resolutions in lieu of a meeting:

**WHEREAS**, concurrently herewith, the Company is entering into a mortgage loan in the amount of **\$1,802,500** (the "Loan") with **LOAN FUNDER LLC, SERIES 20733** (together with its successors and assigns, the "Lender"), and

**WHEREAS**, the Members have determined that the Loan is in the best interests of the Company;

**WHEREAS**, Lender's agreement to make the Loan is conditioned upon, among other things, each Member entering into a Pledge Agreement dated of even date herewith to secure the obligations of the Company to Lender in connection with the Loan; and

**WHEREAS**, in order to induce Lender to make the Loan and accept the mortgage(s) referred to therein and to induce **Riverside Abstract LLC as agent for Chicago Title Insurance Company** to issue a loan policy(ies) of title insurance insuring to such Lender the validity and priority of such mortgage(s), the Company and the Managing Members have agreed to execute certain documents and instruments, now therefore be it

**RESOLVED**, that the Company does hereby consent to the mortgaging to Lender of all of its right, title and interest in and to the premises known as:

**On the Tax Map of the City of Beverly, County of Burlington, State of New Jersey, Tract 1: Lot 6, Block 1483, commonly known as 66 Warren Street, Beverly, NJ 08010 ; On the Tax Map of the City of Monroe, County of Gloucester, State of New Jersey, Tract 2: Lot 3, Block 11702, commonly known as 357 South Main Street aka 320 Blue Bell Road, Williamstown, NJ 08094 ; On the Tax Map of the City of Palmyra, County of Burlington, State of New Jersey, Tract 3: Lots 5.01, 5.02, Block 60, commonly known as 519-521 West Broad Street, Palmyra, NJ 08065**

("Premises") such mortgage(s) to be for the aggregate principal sum of **\$1,802,500** to secure payment of a note(s) of the Company, bearing date herewith, conditioned for the payment of said Loan, with interest thereon, that said note and mortgage be in such form and contain such interest rate or rates, time of payment, including installment payments, and such other terms, provisions, conditions, stipulations and agreements as the officer of the Company executing the same may deem proper and advisable; and be it further

**RESOLVED**, that **HELENA PORGES** as Managing Member, be and each hereby is authorized to execute and deliver by and on behalf of the Company such note and mortgage and such other instruments as such officer may deem proper and advisable; and be it further

**RESOLVED**, that the Company agrees and consents to the pledge by the member(s) of the Company as set forth in those certain Pledge and Security Agreements dated the date hereof by and between each member of the Company and Lender (the “Pledge Agreements”) and to all the rights and remedies granted to Lender in respect of the Pledge Agreements and the security interest in the Pledged Membership Interests and all the Collateral (as such capitalized terms are defined in the Pledge Agreements); and be it further

**RESOLVED**, that **HELENA PORGES** as Managing Member, be and hereby is authorized to execute and deliver by and on behalf of the Company such Pledge Agreements and such other instruments as such officers may deem proper and advisable; and be it further

**RESOLVED**, that the security interests in favor of Lender in and to the Pledged Membership Interests of the members shall be and hereby are registered on the books of the Company; and be it further

**RESOLVED**, that upon an Event of Default (as defined in the Pledge Agreement), at Lender’s election to exercise the pledge in accordance with applicable laws, upon effecting the transfer of ownership of the Pledged Membership Interest in accordance with applicable laws and the Pledge Agreement, this resolution shall constitute the approval of 100% of the membership units of the Company for the transfer of the Pledged Membership Interests (as defined in the Pledge Agreement) to Lender or its designee and, upon completion of such transfer of ownership in accordance with applicable laws and the Pledge Agreement, Lender or its designee shall be admitted as a Member of the Company and, as such member, Lender or its designee (and any transferee of such Pledged Membership Interests) shall be vested with all economic, membership and management rights attaching to ownership of the Pledged Membership Interests as set forth in the Pledge Agreement; and be it further

**RESOLVED**, that the Company shall and hereby does adopt the Amendment to the Operating Agreement dated the date hereof; and be it further

**RESOLVED**, that whereas the Operating Agreement, as amended, provides for membership interests in the Company to be certificated and specifically opts into Article 8 of the Uniform Commercial Code, as adopted by the State of **New Jersey**, the Company hereby adopts as the form of certificate representing membership interests in the Company the certificate attached to the Pledge Agreement(s) dated the date hereof (it being understood that such form shall replace and be in the stead of any pre-existing form of certificate and any such actual certificate, when so issued by the Company, shall replace and be in the stead of any pre-existing certificate issued by the Company); and be it further

**RESOLVED**, that **HELENA PORGES** as Managing Member be, and hereby is, authorized and directed, in the name and on behalf of the Company, to take all such actions and to execute and

deliver all such agreements, notices, certificates and other documents as may be necessary or appropriate to carry out the purpose and intent of the foregoing resolutions.

The signing of this Unanimous Written Consent by the undersigned shall constitute full ratification of the actions taken or to be taken with respect to the matters set forth in the foregoing resolutions.

This Unanimous Written Consent may be signed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document.

Members of **BLEUBELL BROAD LLC:**



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HELENA PORGES, 90% member



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CHAIM PORGES, 10% Member